

IN THE DISTRICT COURT IN AND FOR MCINTOSH COUNTY
STATE OF OKLAHOMA

CHAD FRENCH,
PLAINTIFF,

VS.
ZURICH AMERICAN INSURANCE, CO.,
A FOREIGN FOR PROFIT CORPORATION,
A.K.A. ZURICH
DEFENDANT

FILED
SEP 14 2015

CARRIE PITTMAN, Court Clerk
McINTOSH COUNTY

By _____ Deputy

CASE NO. CS 15-103
ATTORNEY LIEN CLAIMED

PETITION

Plaintiff, Chad French, for his cause of action against Defendant, Zurich American Insurance Co., (Hereinafter "Zurich") alleges and states as follows:

1. Plaintiff, Chad French is a citizen of the State of Oklahoma and a resident of McIntosh County.
2. Defendant, Zurich is a for profit foreign corporation authorized to do business in the State of Oklahoma by The Oklahoma Insurance Department.
3. That the acts complained of and the insurance contract was issued to a business in McIntosh County, State of Oklahoma, and as such, jurisdiction and venue of the subject action are proper in McIntosh County District Court.
4. That on or about July 28, 2015, Defendant breached said insurance contract.
5. Said breach of contract caused permanent and severe injury to Plaintiff.

First Cause of Action
(Breach of Contract)

6. As insurer and insured, Defendant had a duty to Plaintiff to investigate Plaintiff's claim.

7. Defendant further owed Plaintiff a duty to fairly and promptly evaluate Plaintiff's claim.

8. Defendant breached their duties: to investigate the claim, and to fairly and promptly evaluate the claim.

9. That as a direct and proximate result of Defendant's breach, Plaintiff suffered permanent and severe injury.

10. That as a result of the injuries to the Plaintiff, Plaintiff has the following enumerated damages for which he is entitled to recover.

- A. Past, present and future physical pain and mental anguish.
- B. Permanent physical injury/disability.
- C. Past and future reasonable and necessary medical expenses in the care, treatment, and reduction of his injuries.

Second Cause of Action
(Bad Faith)

11. As insurer and insured, Defendant had a duty to Plaintiff to fair dealing and good faith in handling Plaintiff's claim.

12. Defendant breached the duty to Plaintiff by failing to deal fairly and handle the claim in good faith with reckless disregard for his person and his contractual rights.

13. As a direct and proximate result of Defendant's wanton and reckless action(s), Plaintiff sustained permanent and severe injury.

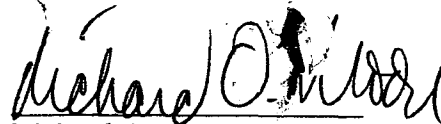
14. That as a result of the injuries to the Plaintiff, Plaintiff has the following enumerated damages for which he is entitled to recover.

- A. Past, present and future physical pain and mental anguish.
- B. Permanent physical injury/disability.
- C. Past and future reasonable and necessary medical expenses in the care, treatment, and reduction of his injuries.
- D. Punitive damages for Defendant's Bad Faith.

15. Plaintiff reserves the right to further amend the Petition based upon information obtained during the course of discovery.

WHEREFORE, Plaintiff, Chad French, prays for judgment against Zurich American Insurance Co., Defendant herein, for compensatory damages, together with pre-judgment interest, post-judgment interest, punitive damages, reasonable attorney fees, costs of the action, and such other and further relief the Court deems just and equitable.

Moore Law Firm, PLLC



Richard O. Moore OBA#20141

MOORE LAW FIRM, PLLC

8508 E. 24th Pl.

Tulsa, Oklahoma 74129

(918)699-0024 (telephone)

(918)699-0026 (facsimile)

Attorney for Plaintiff